

APPENDIX E INDEFINITE DELIVERY CONTRACTS

PART 1 INDEFINITE DELIVERY OF PROFESSIONAL SERVICES

Instructions for the Use of Indefinite Delivery Contracting for Professional Services Contract Forms

~~SE-630 South Carolina Contract for the Indefinite Delivery of A/E Services~~

SE-640 Professional Services Delivery Order

SE-650 Professional Services Delivery Order Amendment

PART 2 INDEFINITE DELIVERY OF CONSTRUCTION SERVICES

Instructions for the Use of Indefinite Delivery Contracting for Construction Services Contract Forms

00200 (IDC) *Instructions to Bidders for Indefinite Delivery Contract – Construction*

~~SE-660 South Carolina Contract for the Indefinite Delivery of Construction Services~~

SE-680 Construction Services Delivery Order

SE-690 Construction Services Delivery Order Modification

APPENDIX E PART 1

INSTRUCTIONS FOR THE USE OF INDEFINITE DELIVERY CONTRACTING FOR PROFESSIONAL SERVICES

E1-1 AUTHORITY

See Chapter 4 for applicable Statutes

E1-2 RELATED OSE FORMS

The Indefinite Delivery Contract (IDC) for professional services is acquired in the manner as for all A/E services and is described in Chapter 4. The same process for large and small A/E procurements applies to large and small IDC procurements. The contracts and major forms used for procuring and administering IDC services for A/E's are listed below:

1. SE-210 *Invitation for Professional Services*, which may be found in Appendix A.
2. SE-212 *Notification of Selection for Interview*, which may be found in Appendix A.
3. SE-214 *Conflict of Interest & Confidentiality of Information Certificate*, which may be found in Appendix A.
4. SE-215 *Architect/Engineer Evaluation*, which may be found in Appendix A.
5. SE-217 *Architect/Engineer Selection Committee Summary*, which may be found in Appendix A.
6. SE-219 *Notification of Selection for Contract Negotiation*, which may be found in Appendix A.
7. SE-220 *Request of Authority to Execute a Professional Services Contract*, which may be found in Appendix A.
8. SE-230 *Request of Authority to Execute a Professional Services Contract – Small Contract*, which may be found in Appendix A.
9. SE-250 *Professional Services Payment Request*, which may be found in Appendix A.
10. SE-271 *Schematic Design Documents Transmittal Form*, which may be found in Appendix A.
11. SE-273 *Design Development Documents Transmittal Form*, which may be found in Appendix A.
12. SE-275 *Construction Documents Transmittal Form*, which may be found in Appendix A.
13. SE-277 *Bid Documents Transmittal Form*, which may be found in Appendix A.
14. SE-290 *A/E Performance Evaluation*, which may be found in Appendix A.
15. SE-295 *Assessment of Damages – Professional Services Contract*, which may be found in Appendix A.
16. ~~SE-630 *South Carolina Contract for the Indefinite Delivery of A/E Services*~~
17. SE-640 *Professional Services Delivery Order*
18. SE-650 *Professional Services Delivery Order Amendment*

E1-3 GENERAL

- A. IDC's are defined as contracts for professional services to be performed on an "as-needed" basis for work that may not be identified at the time of soliciting a contract.
- B. **The Agency is responsible for preparing** the design services contract to be used for **its** IDC design service procurements.
- C. The contract time period is limited to a maximum of 2 years and may not be amended to extend the time period. The time limit of the contract shall be listed in the advertisement (SE-210).
 1. Work on individual projects started within the 2 year IDC contract period may continue past the time limit so as to bring the work to an expeditious completion.
 2. The Agency shall notify the OSE, in advance, of the need to start a project within the 2 -year period that is expected to continue past the time limit.

- D. The fee for each Delivery Order shall be separately negotiated in accordance with the approved *A/E's Hourly Rate and Reimbursables Schedule*. Use Chapter 4 as a guide in negotiating both the *Schedule* and the Delivery Order Proposal from the A/E.

- E. Agencies shall not use multiple IDC's or Delivery Orders to receive A/E services that would normally be procured as full scope professional services, unless both of the following are met:
 - 1. Agencies with qualified staff to provide project management may use multiple Delivery Orders on single projects; and
 - 2. The cumulative A/E fees for the project do not exceed \$100,000.
- F. The Agency shall submit to the OSE quarterly reports on IDC contracts. Each Report shall contain, at a minimum, the following:
 - 1. State IDC project number;
 - 2. Delivery Order number;
 - 3. Brief description of work for each Delivery Order;
 - 4. PIP or Non-PIP project number from which fees are paid;
 - 5. Total fees paid per Delivery Order.

E1-4 IDCs FOR PROFESSIONAL SERVICES WITH A TOTAL FEE OF \$25,000 OR LESS

- A. See Chapter 4 for procedures for selecting A/E's for contracts \$25,000 or less. The procedures for selection of small IDC's are the same as for small A/E contracts.
- B. The Agency shall submit all requests for small IDC contracts for A/E services to the OSE on Form SE-230.
 - 1. Attach to the Form SE-230 a tentative contract (~~Form SE-630~~) signed by the A/E offering professional services.
 - a. The Agency shall not sign the contract, nor authorize the A/E to begin work until the Form SE-230 is approved by the State Engineer.
 - b. If the project is a PIP see Chapter 1.
 - c. Include with the Form SE-230 an hourly rate fee schedule for each type or class of employee that may be employed by the A/E in the execution of this work. This schedule will be used in negotiating each Delivery Order assigned to the contract. The fee schedule shall also include a multiplier (not to exceed 1.1) to be used for any consultants that may need to be utilized in the completion of Delivery Orders assigned to the contract. The fee schedule shall also include a multiplier to be used (not to exceed 1.1) for any reimbursable expenses that will be incurred during the completion of Delivery Orders assigned to the contract.
 - 2. Total fees for small IDC's shall not exceed \$25,000 per Delivery Order per project, and the total Delivery Order amount for each IDC shall not exceed \$25,000.
 - 3. Small IDC's may be awarded only to persons or firms that have been awarded less than \$75,000 (including the requested contract) in fees for all small contracts in the 24-month period immediately preceding the award of a new small contract.

E1-5 IDCs FOR PROFESSIONAL SERVICES WITH TOTAL FEES EXCEEDING \$25,000

- A. See Chapter 4 for the procedures for selecting A/E's for contracts more than \$25,000. The procedures for selection of large IDC's are the same as for large A/E contracts.
- B. The Agency may elect, by notification in the advertisement for professional services, to award IDC contracts to more than one person or firm with the same advertisement and interview process.
- C. The Agency shall submit all requests for large IDC's for A/E services to the OSE on Form SE-220.
 - 1. Attach to the Form SE-220 a tentative contract (~~Form SE-630~~) signed by the A/E offering professional services.
 - a. The Agency shall not sign the contract, nor authorize the A/E to begin work until the Form SE-220 is approved by the State Engineer.
 - b. If the project is a PIP see Chapter 1.

- c. Include with the Form SE-220 an hourly rate fee schedule for each type or class of employee that may be employed by the A/E in the execution of this work. This schedule will be used in negotiating each Delivery Order assigned to the contract. The fee schedule shall also include a multiplier (not to exceed 1.1) to be used for any consultants that may need to be utilized in the completion of Delivery Orders assigned to the contract. The fee schedule shall also include a multiplier to be used (not to exceed 1.1) for any reimbursable expenses that will be incurred during the completion of Delivery Orders assigned to the contract.
2. Total fees for large IDC contracts shall not exceed \$100,000 per Delivery Order per project, and the total Delivery Order amount for each IDC shall not exceed \$300,000 during the term of the contract (not to exceed 24 months).

E1-6 DELIVERY ORDERS ASSIGNED TO THE IDC

- A. The Agency shall request the A/E to prepare a Cost and Technical Proposal for completing professional services after Form SE-220 or SE-230 has been approved by the State Engineer and the contract has been executed by the A/E and the Agency. The Agency shall:
 1. Define the scope of work required for the project and state the services requested to be performed by the A/E.
 2. Review construction budget for adequacy if required.
- B. If a project is a PIP, an A-1 shall be approved prior to issuing a Delivery Order. See Chapter 1.
- C. In response to the Agency's request, the A/E shall prepare a Cost and Technical Proposal to:
 1. Describe the project to be completed.
 2. Define, in adequate detail, the services to be provided.
 3. List the team to be utilized for completion of the Work.
 4. Describe the time frame for completion of the Work.
 5. Provide the fee structure for providing services using the approved *Hourly Rate and Reimbursables Schedule*. This may be either a "Lump Sum" contract or "Not-to Exceed" with payment on an hourly basis. Provide an estimated labor/hour breakdown for anticipated services.
 6. Provide the estimated cost limit for reimbursable expenses. These are not to be part of the professional fee.
- D. After negotiating and agreeing on the proposal, the Agency shall prepare a Form SE-640 attaching a copy of the *A/E's Cost and Technical Proposal*. After the Form SE-640 is signed by both the A/E and the Agency, the A/E may begin work to provide the services as defined in the proposal.
 1. A Delivery Order is not considered a procurement subject to the limits of an agency's construction procurement certification and may be issued by the agency without first obtaining the approval of the OSE.
 2. The construction-related work products of a Delivery Order which exceeds an agency's construction procurement certification must be submitted to the OSE for code compliance review and Building Permit issuance prior to any construction.
- E. The Agency may have contracted with multiple A/E firms under one solicitation, and will need to assign an alpha/numeric identification to the project number so that each contract will have a unique contract number. See Chapter 1 for assigning numbers.

E1-7 GUIDANCE ON ESTIMATING REASONABLE FEES

See Chapter 4 for descriptions of A/E services and fee guidance for assistance in negotiating a Delivery Order. It is the Agency's responsibility to assure that the negotiated fees for services are fair and reasonable.

E1-8 GUIDANCE ON REASONABLE HOURLY RATES

See Chapter 4 for guidelines in negotiating hourly rates for A/E services.

E1-9 REIMBURSABLES

See Chapter 4 for guidelines in determining acceptable reimbursable expenses.

E1-10 AMENDMENTS TO PROFESSIONAL SERVICES CONTRACTS

After a Delivery Order is issued, changes in the scope of work or required A/E services may be made to the Delivery Order. Either the Agency or the A/E may initiate a request for a revision of the Delivery Order. The A/E shall prepare a *Cost and Technical Proposal* for the amendment and submit it to the agency for approval. After agreement of the revised terms, the Agency will prepare a Form SE-650 that will be signed by the A/E and the Agency. The total amount of a Delivery Order(s), including amendments, shall not exceed the limits described in Paragraphs E1-4 or E1-5.

E1-11 PAYMENT TO THE A/E

The Agency shall make payments to the A/E in accordance with the requirements of the contract.

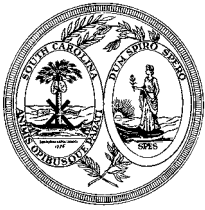
E1-12 ERRORS AND OMISSIONS

The A/E shall carry insurance in accordance with the contract and Chapter 4. Damages will be assessed against the A/E as set forth in Chapter 4.

E1-13 LEGAL AND CONTRACTUAL REMEDIES

See Chapter 4.

END PART 1



SE-640

Professional Services Delivery Order

AGENCY

ARCHITECT/ENGINEER

PROJECT NAME:

(State Project Number)

(Agency IDC Contract Number)

(Agency Delivery Order Number)

FEE INFORMATION

Maximum Total Fee for this IDC: N/A

Maximum Total Fee per Delivery Order: N/A

Fee for this Delivery Order:

N/A

Total Fee All Previous Delivery Orders: N/A

Total Fee for All Delivery Orders (including current Order):

Balance of Fee Remaining for this IDC: N/A

Authorized Reimbursables, this Order:

SCHEDULE OF PAYMENTS**MILESTONE****PERCENT DUE**

(Other Agency Information)

SCHEDULE**Start Date****Completion Date**

In response to the Request for Proposal from the Agency, dated the _____ day of _____, 20____, the Agency and A/E agree, as indicated by the signatures below, to the scope of services as described in the A/E's *Cost and Technical Proposal* dated _____, 20____, and this Delivery Order shall be assigned to the Indefinite Delivery Contract identified above.

AGENCY

BY:

(Signature of Agency Representative)

(Print or Type Name of Agency Representative)

ITS:

A/E

BY:

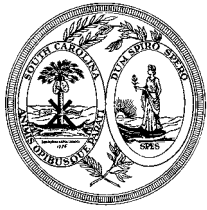
(Signature of A/E Representative)

(Print or Type Name of A/E Representative)

ITS:

ATTACHMENTS

1. A/E's *Cost and Technical Proposal* for this Delivery Order.
2. Other Attachments as identified in Article 16.



SE-650

Professional Services Delivery Order Amendment

AGENCY

ARCHITECT/ENGINEER

_____	_____
_____	_____
_____	_____

PROJECT NAME: _____

(State Project Number)

(Agency IDC Contract Number)

(Agency Delivery Order Number)

(Amend. No.)

COST AND SCHEDULE INFORMATION

	<u>DELIVERY ORDER</u>	<u>CONTRACT</u>	
Maximum Total Fee, this IDC:	N/A	_____	_____
Maximum Total Fee per Delivery Order:	N/A	_____	_____
Current Fee, this Delivery Order:	_____	N/A	_____
Additional Fee, this Amendment:	_____	N/A	_____
Adjusted Total Fee, this Delivery Order:	_____	N/A	_____
Total Fee authorized to date, all other Delivery Orders:	_____	_____	_____
Total Fee authorized to date: (including this Amendment)	_____	_____	_____
Balance of Fee Remaining for this IDC:	N/A	_____	_____
Current Reimbursables, this Order:	_____	N/A	_____
Additional Reimbursables, this Amend:	_____	N/A	_____
Total Reimbursables, this Order:	_____	N/A	_____
Additional Time, this Amendment:	_____	N/A	_____
			(Other Agency Information)
			<u>SCHEDULE</u>
			<u>Start Date</u>
			<u>Adjusted Completion Date</u>

In response to the Request for Proposal from the Agency, dated the _____ day of _____, 20____, the Agency and A/E agree, as indicated by the signatures below, to the revised scope of services and fees as described in the A/E's *Cost and Technical Proposal* dated _____, 20____, and this Delivery Order Amendment shall modify the Delivery Order listed above.

AGENCYBY: _____
(Signature of Agency Representative)

(Print or Type Name of Agency Representative)

ITS: _____

A/EBY: _____
(Signature of A/E Representative)

(Print or Type Name of A/E Representative)

ITS: _____

ATTACHMENTS

1. A/E's *Cost and Technical Proposal* for this Delivery Order Amendment

APPENDIX E PART 2**INSTRUCTIONS FOR THE USE OF INDEFINITE DELIVERY CONTRACTING
FOR CONSTRUCTION SERVICES****E2-1 AUTHORITY**

See Chapter 6, for applicable Statutes.

E2-2 RELATED OSE FORMS

The Indefinite Delivery Contract (IDC) for construction services is obtained through competitive sealed bidding as described in Chapter 6. Contracts and forms used for procuring and administering IDC construction services are listed below:

1. 00200 (IDC)-OSE *Instructions to Bidders for Indefinite Delivery Contract - Construction*
2. SE-310 *Invitation for Construction Bids*, which may be found in Appendix B.
3. SE-330 *Bid Form*, which may be found in Appendix B.
4. SE-335 *Bid Bond*, which may be found in Appendix B.
5. SE-350 *Questionnaire for Contractors*, which may be found in Appendix C.
6. SE-355 *Performance Bond*, which may be found in Appendix B.
7. SE-357 *Labor and Material Payment Bond*, which may be found in Appendix B.
8. SE-370 *Notice of Intent to Award*, which may be found in Appendix C.
9. SE-380 *Request for Authority to Execute a Construction Contract*, which may be found in Appendix C.
10. SE-390 *Notice to Proceed*, which may be found in Appendix C.
11. SE-495 *Contractor Performance Review*, which may be found in Appendix C.
12. ~~SE-660 *South Carolina Contract for the Indefinite Delivery of Construction Services*~~
13. SE-680 *Construction Services Delivery Order*
14. SE-690 *Construction Services Delivery Order Modification*

E2-3 GENERAL

- A. Indefinite Delivery construction contracts allow the Agency to award construction work on an as-needed basis throughout the period of the contract.
- B. The award of all Indefinite Delivery contracts for construction services must be authorized by the Office of State Engineer (OSE), regardless of the agency's construction certification..
 1. To obtain an IDC project number, contact Rachel Langdon at the OSE (803) 737-0772.
 2. When the request is received, an IDC number with the prefix "D" will be assigned following the Agency number, e.g., J16-D027.
- C. Contracts may be for single discipline work such as Plumbing, Mechanical, Electrical, etc., or may be for General Construction. The solicitation shall clearly state the scope of work desired.
- D. The Agency has the option of awarding multiple IDC contracts with one solicitation. The advertisement shall include this information.

E2-4 LIMITS OF INDEFINITE DELIVERY CONSTRUCTION CONTRACTS

The awarding agency may establish limits on both single projects and the total value of an IDC contract within the following limits:

- A. The maximum amount of each Delivery Order plus all amendments shall not exceed \$150,000 nor shall the total amount of Delivery Orders plus amendments for all Work assigned to the Contract exceed \$750,000.

- B. The term of the IDC is not to exceed 2 years, and may not be extended by amendment or renewed for additional time. Work on individual projects started within the 2 year IDC contract period may continue past the time limit so as to bring the work to an expeditious completion.
- C. The Agency shall notify the OSE, in advance, of the need to start a project within the 2-year period that is expected to continue past the time limit.

E2-5 BID AND AWARD OF IDC CONSTRUCTION CONTRACTS

- A. The bidding documents must accurately describe the method to be used by the contractor to arrive at a Base Bid. Two methods may be used for bidding IDC's:
 - 1. **Cost Guide and Multiplier** – Bidders will bid a multiplier that will be applied the unit prices contained in the cost data guide identified in the bidding documents, times the number of units for the Work. The bidder's multiplier will be used for pricing Work to be assigned under this contract. Agencies should use a published cost data guide similar to R. S. Means Cost Data series. The bidding documents should clearly explain that the unit prices to be used include all overhead, delivery, setup, installation and profit. No additional mark-up is to be added. The typical Base Bid will be a decimal number. A multiplier of 1.00 will reflect the same unit prices as shown in the Cost Data Guide. A multiplier of 0.75 will reflect a price 25% lower than the unit prices listed in the Cost Data guide.
 - 2. **Unit Prices** – The Agency may elect to use a comprehensive list of unit prices in the bidding documents. The bid form shall list estimated quantities to be purchased and a description of the work to be priced. The bidders must supply the unit price and multiply it times the number of units listed to arrive at an extended price. The total of all extended prices becomes the bidder's Base Bid. It is recommended that the bid package be developed considering a sample project with a complete take-off of work to be included for unit pricing. The Agency must provide appropriate quantities that will reflect the estimated amount of work to be done under a typical Delivery Order and include a basis for adjusting the unit price should the actual quantity purchased vary substantially from the projected quantity.
- B. Bid Security – The contract documents shall require an appropriate bid security at the time of bidding which would reflect the maximum single contract award of \$150,000. A bid security of \$7,500 shall be submitted with the contractor's bid.

E2-6 CONTRACTORS' LICENSING

A contractor bidding on IDC projects shall be properly licensed as required by the Contractor's Licensing Board of the SC Department of Labor, Licensing and Regulation. All bidders shall have the appropriate license that allows work to be done for the potential single Delivery Order amount of \$150,000. Also, bidders shall be licensed in the discipline that is being solicited.

E2-7 CONTRACT AWARD

At the successful conclusion of the sealed bidding process for the IDC, the agency shall post an SE-370 for each contractor that has been selected and prepare a proposed contract. Submit the contract, signed only by the contractor, along with supporting documentation with the SE-380 to the OSE for approval. See Chapter 6 for procedures in awarding a contract.

E2-8 AWARDING DELIVERY ORDERS

- A. If the agency has awarded an IDC to a single contractor, they may request the contractor to provide a cost proposal for the desired work. If the agency agrees that the price is fair and reasonable for the work to be done, they may approve the proposal and prepare a Form SE-680.
- B. On the SE-680, the 'PROJECT NUMBER' will either be the PIP number of the project for which the Work is to be completed, or the IDC number with a 'phase' suffix e.g., J16-D027-A.
- C. Delivery Order numbers assigned to the contract are to be established by the agency for its record keeping purposes.
- D. If the agency has awarded multiple contracts, they shall use a method of providing each contractor a fair opportunity to be considered for being awarded work under the IDC. Time permitting, the Agency

may consider the use of competitive bidding among the various IDC contractors for an individual Delivery Order.

- E. Amending Delivery Orders shall be done using Form SE-690. After a request from the Agency, the contractor shall prepare a proposal for a change order using the same method as for pricing the original Delivery Order.
- F. Should unit prices not be available for items of work desired to be included in the Delivery Order, the Agency shall request the contractor to prepare a proposal including labor and material breakdown with overhead and profit added as follows:

1. For the Contractor or subcontractor on work performed by their own forces:

<u>Overhead (%)</u>	<u>Profit (%)</u>	<u>Commission (%)</u>
10	7	0

2. For the Contractor or subcontractor on work performed by its subcontractors:

<u>Overhead (%)</u>	<u>Profit (%)</u>	<u>Commission (%)</u>
10	0	3

3. To a first tier subcontractor on work performed by it's subcontractors:

<u>Overhead (%)</u>	<u>Profit (%)</u>	<u>Commission (%)</u>
10	0	3

NOTE: No more than three levels of overhead, profit, and commission shall be allowed regardless of the number of subcontractor tiers. The Contractor or subcontractor shall not be allowed overhead or commission on the overhead, profit, and/or commission received by its subcontractors. Changes that decrease the Contract Sum (deleted work) will also have Overhead, Profit, and Commission applied to the direct cost of changed work. Page 2 of the SE-480 provides a change order summary that facilitates the proper application of overhead, profit and commission.

E2-9 PERFORMANCE AND PAYMENT BONDS

Performance Bonds and Labor & Material Payment Bonds shall be required for all Delivery Orders exceeding \$50,000 (or less if required by the agency). Bonds shall each be in the amount of 100% of the amount of the Delivery Order and meet the requirements as stated in Chapter 6.

E2-10 PLAN REVIEW

Plans and specifications for Delivery Orders exceeding the agency's construction procurement certification shall be submitted to the OSE for code compliance review.

E2-11 SUBCONTRACTORS

If a sub-contractor or sub-subcontractor (someone performing work on site and acting on behalf of the contractor) is contracted to do work for a project assigned by Delivery Order, the contractor shall include, or cause to be included, in the agreement with that entity, all provisions contained in the contract documents.

E2-12 QUARTERLY REPORTS

The Agency shall submit to the OSE quarterly reports on IDC contracts. Each report shall contain, at a minimum, the following:

1. IDC project number;
2. Delivery Order number;
3. Brief description of work for each Delivery Order;
4. PIP or Non-PIP project number from which fees are paid;
5. Total fees paid per Delivery Order.

END PART 2



PROJECT NAME: IDC – _____

TOC-1

00200-IDC

INSTRUCTIONS TO BIDDERS FOR

INDEFINITE DELIVERY CONTRACT - CONSTRUCTION

SECTION I - GENERAL

A. General Information

1. It is the intention of _____ (Agency) to solicit bids for construction work generally described as _____ for facilities owned or operated by the Agency. Work is to be performed in the following locale(s): _____

(insert general locations of work areas)

2. The Work to be done under this Contract will be identified throughout the term of the Contract and will be issued through Delivery Orders assigned to the Contract.

3. Bidder agrees to perform work for the advertised discipline in the following manner: *(A/E to check one)*

a. ☐ The cost of the work to the Agency will be determined using a multiplier times the published unit prices times the quantity of the work to be performed. Bidders agree to use the following published cost data guide(s): _____

(identification of cost data guides)

b. ☐ The Bidder will supply unit prices as listed in the Bid Form.

4. Prices listed in the cost guides or in the unit prices furnished by the Bidder are inclusive of all costs to the Contractor. No other additions to the cost of the work will be permitted except the cost of performance and payment bonds, if required for specific Delivery Orders.

5. The Contract will be for a period not to exceed two years.

6. The Agency does not guarantee a minimum amount of work, nor does it guarantee the size or quantity of any work that may be awarded under this Contract.

7. This solicitation does not commit the Agency to award a contract nor to pay for any costs incurred by the Bidder in the preparation of a Bid.

8. The Agency may, in its sole discretion, award up to _____ contracts under this procurement. *(not to exceed 3)*

9. The Indefinite Delivery Contract shall allow the Agency to award a total amount of work under this contract not to exceed \$750,000 nor shall any single Delivery Order exceed \$150,000 per project or as follows: _____

10. Other information concerning the Work of this Invitation. *(to be inserted by Agency)*

B. Architect/Engineer

1. The Architect or Engineer of Record (A/E) will be identified on each Delivery Order.

2. In the absence of an A/E the Agency will act in that capacity.

C. Contractor's Licensing

1. Bidders must be properly licensed in the discipline and the Group Classification to permit an award of Delivery Orders to a total of \$150,000 maximum per single Project.

2. This license must be maintained for the term of the Contract.

D. Subcontractors

1. Some work may be required to be done under the work of an Delivery Order that will require performance by a subcontractor. The terms and conditions of the Contract must be passed to the sub-contractor to protect the rights of the Agency.

2. Subcontractors shall be properly licensed as required by the S.C. Contractors' Licensing Law.

E. Authority

This Indefinite Delivery Contract-Construction is being solicited pursuant to Section 11-35-3310 of the South Carolina Consolidated Procurement Code and related Statutes, as amended.

F. Definition

Any reference to "Manual" means the Manual for *Planning and Execution of State Permanent Improvements-Part II* as issued by the Office of State Engineer (OSE).

INSTRUCTIONS TO BIDDERS FOR INDEFINITE DELIVERY CONTRACT - CONSTRUCTION

SECTION II - PRE-BID CONFERENCE

- A. The Agency may hold a mandatory pre-bid conference as a prerequisite for bidding as shown on Form SE-310, *Invitation for Bids*.
- B. The Agency has the right to schedule more than one mandatory pre-bid conference if deemed to be in the best interest of the State. If a mandatory pre-bid conference is held and only one perspective bidder attends, then:
 - 1. The conference may be canceled and a new mandatory or non-mandatory pre-bid conference advertised to be held at a later date; or,
 - 2. An additional mandatory or non-mandatory pre-bid conference may be advertised and held at a later date and must be attended by at least one additional company representative; or,
 - 3. The project will be advertised for open competitive bidding.
- C. The A/E will issue an addendum after a mandatory pre-bid conference listing the names of all companies that were represented at the conference. Only companies represented will be allowed to submit bids.

SECTION III - OBTAINING BID DOCUMENTS

- A. Bidders may obtain bid documents as stated in Form SE-310.
- B. Deposits and refunds will be as stated in the Form SE-310.
- C. Bidders shall use complete sets of documents. No partial sets will be issued.

SECTION IV - EXAMINATION OF BID DOCUMENTS

- A. The Bidder shall carefully examine the bid documents. Any requests for substitution, questions, clarifications or interpretations of the bid documents shall be made in writing to the A/E at least 10 days prior to Bid Date. No oral instruction will be given prior to bidding.
- B. Should the Bidder notice any errors, conflicts or other inconsistencies with the bidding documents, the Bidder shall notify the A/E.
- C. Corrections, interpretations and changes, which modify the bid documents, will be made by official addendum only. Any other form of communication, oral or written, are unofficial and non-binding on the Agency.

SECTION V - ADDENDA

If the A/E amends the contract documents prior to bidding, an addendum will be issued. All addenda shall be sent to all bidders of record. No addendum will be issued later than the 5th calendar day prior to Bid Date except to withdraw the bid or to extend the date for receipt of bids. Bidders are responsible to ascertain that they have received copies of all addenda issued prior to bidding. Bids received that do not acknowledge receipt of all addenda shall be rejected as non-responsive except for the following reasons:

- 1. The addendum only gives clarifications or list attendees at a mandatory pre-bid conference; or,
- 2. The bid received clearly indicates that the bidder received the addendum; or,
- 3. The addendum clearly would have had no effect or merely a trivial or negligible effect on price, quality, quantity, or delivery as defined in Chapter 6 of the *Manual*, and does not affect the relative standing of the Bidders. Under no circumstances can the bid amount be changed or modified.

SECTION VI - PREPARATION AND DELIVERY OF BIDS

- A. Bidders are cautioned to completely fill-in information requested on the Form SE-330, *Bid Form*, contained in the Project Manual using non-erasable media.
- B. Bidders are not to qualify their bid by including extraneous information on the Form SE-330.
- C. Bid Security shall accompany the bid in the amount of \$7,500.00. Failure of the Bidder to enter into an agreement with the Agency, or to correct any Bid deficiencies as required by the *Manual* shall cause the Bid Security to be forfeited to the Agency. Acceptable Bid Security shall be one of the following:
 - 1. Form SE-335, *Bid Bond*, made payable to the Agency and issued by a surety company licensed to do business in South Carolina.
 - 2. An electronic Bid Bond authorization number issued by a firm or organization authorized by the surety to receive, authenticate and issue binding electronic Bid Bonds on behalf of the surety.
 - 3. A certified cashier's check made payable to the Agency.
- D. To be acceptable, a Bid Bond shall:
 - 1. Be issued by a surety company having, at a minimum, a "Best Rating" of "A" as stated in the most current publication of "Best's Key Rating Guide, Property-Casualty". In addition, the surety shall have a minimum "Best Financial Strength Category" of "Class V, and in no case less than five (5) times the maximum Delivery Order amount.
 - 2. Be accompanied by a certified and current power of attorney by the attorney-in-fact who executes the bond on the behalf of the surety company; and,
 - 3. Be enclosed in the bid envelope at the time of Bid Opening, either in paper copy or as a Bid Bond authorization number provided on the Bid Form.

INSTRUCTIONS TO BIDDERS FOR INDEFINITE DELIVERY CONTRACT - CONSTRUCTION

- E.** The Agency shall have the right to retain the Bid Security of the three lowest responsive bidders for each contract award anticipated until:
 - 1. The contracts have been executed; or
 - 2. The specified time for bid acceptance has elapsed so that Bids may be withdrawn; or
 - 3. All Bids have been rejected.
- F.** Bidders submitting Bid Security not meeting the required amount or surety rating and financial strength shall have one working day from bid opening to cure the deficiency or the bid shall be declared non-responsive. Bid security must be at least 80% of the required amount to be eligible for correction.
- G.** Bids and Bid Security, and any other documents required to be submitted with the Bid should be enclosed in a sealed, opaque envelope. The envelope should be addressed to the party receiving the Bids and shall be identified with the project name, number, and the Bidder's name and address.
- H.** The Bidder shall assume full responsibility for timely delivery of the Bid at the appropriate location designated for the receipt of Bids as shown on the Form SE-310.
 - 1. Bidders attending the Bid opening should bring their Bids to the place of the Bid opening and deliver the Bid to the procurement officer of the Agency or his designee prior to the time of the Bid opening.
 - 2. Bids sent by mail or special delivery service (UPS, Federal Express, etc.) should be labeled "SEALED BID ENCLOSED", and shall be addressed to the Agency designated purchasing office as shown in the Form SE-310. Delivery of Bids to the above location shall be prior to the time of Bid opening. Bids not received at the above location or the Agency's mail room prior to the time of Bid opening will be subject to rejection.
- I.** Bidders should include all special documents requested to be submitted with the Bid. If these documents are not included with the Bid, the Bidder shall have 24 hours from the time set for the Bid opening to submit these documents or the Bid may be considered non-responsive.

SECTION VII - BIDDER'S REPRESENTATIONS

- A.** By submitting a Bid for this solicitation, the Bidder certifies that it:
 - 1. Is the legal entity for the company submitting the Bid, and have full authority to bind the company into contractual obligations with the Agency for work as stated in the Contract Documents;
 - 2. Is properly licensed in accordance with the South Carolina Contractors' Licensing Law to perform the work as required in the Contract Documents;
 - 3. Understand the Bidding Documents to the extent that they are able to offer a bid for future work in accordance with the Contract Documents;
 - 4. Will maintain a drug-free workplace in accordance with Title 44, Chapter 107 of the SC Code of Laws;
 - 5. Is qualified to submit a bid by attendance at the mandatory pre-bid conference if required;
 - 6. Has the financial means to complete the work offered by this solicitation;
 - 7. Is able to obtain Performance and Labor & Material Payment Bonds in the amounts of \$150,000 each and maintain a minimum total bonding capacity of \$750,000 available for this Contract for the duration of the Contract.

SECTION VIII - WITHDRAWAL OR REVISION OF BIDS PRIOR TO BID OPENING

Prior to the time and date designated for receipt of Bids, a Bid may be modified or withdrawn by notice to the party receiving Bids. Any modifications shall be in writing on the Bid Form and over the signature of the Bidder.

SECTION IX - OPENING OF BIDS

- A.** Bids received on time will be opened publicly and read aloud.
- B.** The date and location of the posting of the Form SE-370, *Notice of Intent to Award*, will be announced.
- C.** The Agency shall send a copy of the final Bid Tabulation to all Bidders within 10 working days after receipt of Bids.
- D.** The Agency shall send a copy of the Form SE-370 to all Bidders after posting.
- E.** If only one Bid is received, the Bid shall be opened and considered.

SECTION X - IRREGULAR BIDS

- A.** The Agency shall have the right to reject any or all Bids, reject a Bid not accompanied by a required Bid security or other data required by the Bidding documents, or reject a Bid that is in any way incomplete or irregular.
- B.** Bids shall be rejected for the following reasons, which shall not be limited to:
 - 1. Failure by a Bidder to be represented at a mandatory Pre-Bid Conference.
 - 2. Failure to deliver the Bid on time and at the place required.
 - 3. Failure to comply with Bid security requirements except as allowed by the Bidding Documents.
 - 4. Showing any modification(s) or exception(s) qualifying the Bid.
 - 5. Faxing a Bid directly to the Agency or their representative.
 - 6. Failure to include in the Bid envelope all items required by the Bid Documents except as allowed by Paragraph I in Section VI.

INSTRUCTIONS TO BIDDERS FOR INDEFINITE DELIVERY CONTRACT - CONSTRUCTION

- C. Bids shall not be rejected for the following reasons, which shall not be limited to:
1. Failure to write "Sealed Bid Enclosed" on the outside of the mailing envelope.
 2. Failure to seal the Bid envelope.
 3. Listing a modification to the Bid on the outside of the envelope (such modifications will not be considered).
 4. Failure to list any information on the envelope other than which may be required by law.
 5. Providing a fax copy or other reproduction of any Bidding Documents in the Bid envelope.
 6. Failure of the Bidder to sign the Bid, provided it is accompanied by a properly prepared Bid security, or other information, as required.
 7. Providing a reproduction of a signature on Bidding documents.

SECTION XI - CONSIDERATION OF BIDS

- A. Failure by a Bidder to correct any deficiency as requested may cause the Bid to be rejected as non-responsive.
- B. The Agency shall not award a contract before the sixteenth day after the Form SE-370 is posted. If only one Bid is received and determined to be responsive and responsible, award may be made after posting the Form SE-370 without the sixteen-day waiting period.
- C. Contractor's Qualifications - A prospective Contractor shall be considered as meeting the state standards of responsibility when the firm has:
1. Appropriate financial, material, equipment, facility and personnel resources and expertise, or the ability to obtain them, necessary to indicate his ability to meet all contractual requirements;
 2. A satisfactory record of performance;
 3. A satisfactory record of integrity;
 4. Qualified legally to contract with the State;
 5. Supplied all necessary information in connection with the inquiry concerning responsibility;
- D. Each Bidder submitting a Bid shall, upon request, submit a completed Form SE-350, *Questionnaire for Contractors*.

SECTION XII - AWARD OF CONTRACT

- A. At the conclusion of the sixteen-day waiting period after the Form SE-370 is issued, the Agency will issue to the successful Bidder(s) copies of the Contract for the Bidder's signature.
- B. The successful Bidder shall obtain, and forward to the Agency, a copy of the certificate of insurance as required (see Section IX) and the copies of the Contract signed by the Bidder.
- C. After approval by the Office of State Engineer, if required, the Agency may sign the Contract and forward a fully executed contract to the Bidder.
- D. After the contract is fully executed Work may be awarded to the successful Bidder in the manner described in the Contract.

SECTION XIII - BONDS

When required by the Agency, the Contractor shall provide and pay the cost of Performance and Labor and Material Payment Bonds as described and defined in Article 13 of the Contract.

SECTION XIV - OTHER INFORMATION

- A. Bids sent by mail or special delivery service (UPS, Federal Express, etc.) should be labeled "Sealed Bid Enclosed", and shall be addressed to the Agency designated purchasing office as follows:

Agency Name: _____

Agency Designated Purchasing Office: _____

Delivery Address: _____

(include building and room number) _____

Name and Phone of Agency Representative: _____

- B. Special documents required to be submitted with the Bid for this project include:

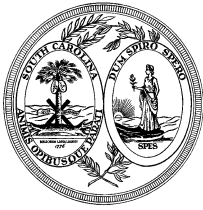
- C. The location of the posting of the Form SE-370 shall be:

Name or Number of Room/Area of Posting: _____

Name of Building where Room/Area is Located: _____

Address of Building: _____

END OF DOCUMENT



SE-680

Construction Services Delivery Order

AGENCY

CONTRACTOR

PROJECT NAME:

(State Project Number)

(Agency IDC Contract Number)

(Agency Delivery Order Number)

COST AND SCHEDULE INFORMATION

Maximum Total Amount, this IDC: N/A

Maximum Total Amount, Delivery Order: N/A

Amount, this Delivery Order:

N/A

Total Amount, previous Delivery Orders: N/A

Total Amount, all Delivery Orders (including current Order):

Balance Remaining for this IDC: N/A

(Other Agency Information)

DESCRIPTION OF DELIVERY ORDER SCOPE: (attach Contractor's proposal)**SCHEDULE****Date of Commencement****LIST OF DELIVERY ORDER DOCUMENTS:** (refer to attachments as necessary)**Days Allowed****Date of Substantial Completion**

The Agency and the Contractor hereby agree, as indicated by the signatures below, to the scope of work identified in the Contract Documents listed above, and to the Contractor's Cost Proposal dated the _____ day of _____, 20____, and this Delivery Order shall be assigned to the Indefinite Delivery Contract identified above.

NOTICE TO PROCEED is hereby given on this _____ day of _____, 20____. The Dates of Commencement and Substantial Completion are as noted above and shall be used for determining completion and the applicability of Liquidated Damages. Liquidated Damages in the amount of _____ per day will be assessed for failure to complete the Work by the agreed upon date of completion. Failure to commence actual work on this Delivery Order within seven (7) days from the Date of Commencement will entitle the Agency to consider the Contractor non-responsible. In this event, the Agency may withdraw this Delivery Order and terminate the Contract in accordance with the Contract Documents.

AGENCY

BY:

(Signature of Agency Representative)

(Print or Type Name of Agency Representative)

ITS:

CONTRACTOR

BY:

(Signature of Contractor Representative)

(Print or Type Name of Contractor Representative)

ITS:

COMPLETION CERTIFICATION BY AGENCY:

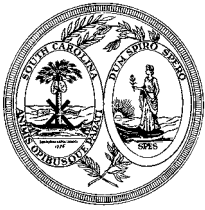
Actual Completion Date:

Liquidated Damages Assessed:

Date:

(Signature of Agency Representative)

(Title)

**SE-690****Construction Services Delivery Order Modification****AGENCY****CONTRACTOR**

PROJECT NAME: _____

 (State Project Number)

 (Agency IDC Contract Number)

 (Agency Delivery Order Number)

**Modification
 Number:** _____

COST AND SCHEDULE INFORMATION

	<u>DELIVERY ORDER</u>	<u>CONTRACT</u>
Maximum Total Amount, this IDC:	N/A	_____
Maximum Total Amount, Delivery Order:	N/A	_____
Current Amount, this Delivery Order:	_____	N/A
Additional Amount, this Modification:	_____	N/A
Adjusted Amount, this Delivery Order:	_____	N/A
Total Authorized to date, all other Delivery Orders:	_____	_____
Total Authorized to date: (including this Modification)	_____	_____
Balance Remaining for this IDC:	N/A	_____

 (Other Agency Information)

DESCRIPTION OF MODIFICATION SCOPE: (attach Contractor's proposal)

LIST OF MODIFICATION DOCUMENTS: (refer to attachments as necessary)

SCHEDULE

Date of Commencement

Initial Days Allowed

Additional Days Allowed

Revised Date of Sub. Comp.

The Agency and the Contractor hereby agree, as indicated by the signatures below, to the revised scope of work identified in the Modification Documents listed above, and to the Contractor's Cost Proposal dated the _____ day of _____, 20____, and this Delivery Order Modification shall be assigned to the Indefinite Delivery Contract identified above.

AGENCY

BY: _____
 (Signature of Agency Representative)

 (Print or Type Name of Agency Representative)

ITS: _____

CONTRACTOR

BY: _____
 (Signature of Contractor Representative)

 (Print or Type Name of Contractor Representative)

ITS: _____

